

LAW OFFICES

9-341A001

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60601-7567

312-558-1000

TWX NUMBER  
910-221-1154

TELECOPIER  
312-750-8600

16643  
RECORDATION NO. 16643  
DEC 7 1989 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

16643

529 FIFTH AVENUE  
NEW YORK, NEW YORK 10017-4608  
212-949-7075

580 HOWARD AVENUE  
SOMERSET, NEW JERSEY 08875-6739  
201-563-2700

1806 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C. 20006-4103  
202-296-8600

December 6, 1989  
INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

16643  
RECORDATION NO. 16643  
DEC 7 1989 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one (1) original and six (6) photocopied conformed counterparts of each of the four documents described below.

The first document is a Bill of Sale (the "Bill of Sale") dated as December 5, 1989, between JIM Railcar Associates ("Seller"), and GWI Leasing Corporation ("Buyer").

The names and addresses of the parties to the Bill of Sale are:

Seller  
JIM Railcar Associates  
203 N. LaSalle Street  
Suite 1800  
Chicago, IL 60601

Buyer  
GWI Leasing Corporation  
71 Lewis Street  
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Exhibit A attached thereto.

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

*(1 document)*

The second document is a Bill of Sale (the "Bill of Sale"), dated as of February 23, 1989, between ITEL Railcar Corporation ("Seller"), and GWI Leasing Corporation ("Purchaser").

The names and addresses of the parties to the Bill of Sale are:

Seller  
ITEL Railcar Corporation  
55 Francisco Street  
San Francisco, CA 94133

Buyer  
GWI Leasing Corporation  
71 Lewis Street  
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Schedule 1 attached thereto.

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

The third document is a Bill of Sale (the "Bill of Sale"), dated as of April 1, 1989, between ITEL Railcar Corporation ("Seller"), and GWI Leasing Corporation ("Purchaser").

The names and addresses of the parties to the Bill of Sale are:

Seller  
ITEL Railcar Corporation  
55 Francisco Street  
San Francisco, CA 94133

Buyer  
GWI Leasing Corporation  
71 Lewis Street  
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Schedule 1 attached thereto.

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

The fourth document is a Bill of Sale (the "Bill of Sale"), dated as of April 1, 1989, between ITEL Railcar Corporation ("Seller"), and GWI Leasing Corporation ("Purchaser").

The names and addresses of the parties to the Bill of Sale are:

Seller  
ITEL Railcar Corporation  
55 Francisco Street  
San Francisco, CA 94133

Buyer  
GWI Leasing Corporation  
71 Lewis Street  
Greenwich, CT 06830

A description of the railcars covered by the Bill of Sale is set forth in Schedule 1 attached thereto.

A check for \$15.00 payable to the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

Kindly return the six photostatic copies of the four enclosed documents in the envelope provided to Kelley W. White, Esq., Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of each of the enclosed documents:

Primary Document. Bill of Sale, dated as of December 5, 1989, between JIM Railcar Associates, as Seller, and GWI Leasing Corporation as Buyer, covering fifty-six (56) 100-ton covered hopper railcars described in Exhibit A attached to the Bill of Sale.

Primary Document. Bill of Sale dated as of February 23, 1989, between ITEL


Railcar Corporation, as Seller, and GWI Leasing Corporation, as Purchaser, covering twenty-eight (28) 100-ton covered hopper railcars described on Schedule 1 attached to the Bill of Sale.

Primary Document. Bill of Sale, dated as of April 1, 1989, between ITEL Railcar Corporation, as Seller, and GWI Leasing Corporation, as Purchaser, covering sixty-three (63) 100-ton covered hopper railcars described in Schedule 1 attached to the Bill of Sale.

Primary Document. Bill of Sale, dated as of April 1, 1989, between ITEL Railcar Corporation, as Seller, and GWI Leasing Corporation, as Purchaser, covering thirty-five (35) 100-ton covered hopper railcars described in Schedule 1 attached to the Bill of Sale.

Please call me at the above telephone number in Chicago if you have any questions.

Very truly yours,

 (WRH)  
Kelley W. White

KWW/gh

Enclosures

cc: Steven Ordaz  
T. Stephen Dyer  
Robert W. Kleinman

DEC 7 1989 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS THAT, in San Francisco, California, in consideration of the payment of \$10 (ten dollars) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ITEL RAILCAR CORPORATION ("Seller") does hereby grant, bargain, sell, convey, transfer and deliver to GWI LEASING CORPORATION ("Purchaser"), its successors and assigns forever, all right, title and interest of Seller in and to all of the railcars identified on Schedule 1 hereto (the "Cars"), together with all additions, parts, fittings, appurtenances, equipment, accessories, attachments, fixtures, and accessions installed thereon or attached thereto, and all records, files, drawings and specifications pertaining thereto, TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

Seller does hereby assign, grant, bargain, sell, convey, transfer and deliver to Purchaser, its successors and assigns forever, all right, title, interest, powers and privileges of Seller in and to such warranties, claims, causes of action, rights or indemnity and other rights, if any, as currently exist or will exist against third parties with respect to the Cars, to the extent that such rights are assignable.

PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE CARS "AS IS, WHERE IS", "WITH ALL FAULTS", AND IN RELIANCE SOLELY ON ITS OWN JUDGEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CARS, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE

PURCHASER AGREES THAT SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR CONSEQUENTIAL OR INDIRECT DAMAGES

IN WITNESS WHEREOF, Seller has executed this instrument on this 1st day of April, 1989

ITEL RAILCAR CORPORATION

By:



Title.

Vice President and Treasurer

SCHEDULE 1


IDENTIFICATION OF CARS

<u>Reporting Mark</u>	<u>Type and Approximate Dimensions</u>
USLX 605	Thirty-five (35), 3560 cubic foot, 100-ton covered hoppers
USLX 619	
USLX 620	
USLX 625	
USLX 629	
USLX 630	
USLX 635	
USLX 638	
USLX 642	
USLX 648	
USLX 650	
USLX 651	
USLX 652	
USLX 654	
USLX 659	
USLX 666	
USLX 669	
USLX 670	
USLX 678	
USLX 707	
USLX 710	
USLX 713	
USLX 717	
USLX 720	
USLX 723	
USLX 727	
USLX 753	
USLX 758	
USLX 759	
USLX 770	
USLX 780	
USLX 785	
USLX 788	
USLX 793	
USLX 794	

=====TOTAL: 35 Cars

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF SAN FRANCISCO            )

On this 14th day of July, 1989, before me personally appeared Robert Kiehnle, to me personally known, who being by me duly sworn says that such person is Vice President and Treasurer of Itel Railcar Corporation, that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

